

MEETING OF THE DISTRICTS
Tuesday, February 4, 2025
9:30 AM
600 S. Commerce Ave. Sebring, FL 33870

DISTRICTS LIST

AVON PARK ESTATES S. B. D.
ORANGE VILLA MOBILE HOME ESTATES S. B. D.
HIGHLANDS PARK ESTATES S. B. D.
PLACID LAKES S.B.D. HIGHWAY PARK S. B. D.
RED HILL FARMS IMPROVEMENT DISTRICT
LAKE HAVEN ESTATES S. B. D.
SEBRING ACRES S. B. D.
ORANGE BLOSSOM ESTATES S. B. D.
SEBRING COUNTRY ESTATES S. B. D.
ORANGE BLOSSOM UNIT 12 S. B. D.
SEBRING HILLS S. B. D.
COUNTYWIDE FIRE DISTRICT
THUNDERBIRD ROAD WASTEWATER S. B. D.
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT
SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT
OAK MANOR AVENUE ROAD PAVING MUNICIPAL SERVICE BENEFIT DISTRICT

1. MEETING CALLED TO ORDER

2. PRESENTATIONS:

3. PUBLIC COMMENT

4. CONSENT AGENDA

- 4.A *Request approval of the Agreement with Affordable Lawn and Tree Service of Highlands County, LLC, for the provision of tree trimming and tree removal services for the Placid Lakes Special Benefit District, Sun N Lakes of Lake Placid Recreation District, and Highlands Park Estates Special Benefit District.*

Rosa Morales, Budget Analyst II/NAV

The fiscal impact for FY24-25 is \$128,275 to Fund 107 (Placid Lakes SBD), \$5,000 Fund 128 (Sun N Lakes of Lake Placid SRD) and \$10,000 to Fund 148 (Highlands Park Estates SBD) which are properly budgeted in their respective cost centers.

[ITB-24-031- SDQ Affordable Lawn Tree Agreement.pdf](#)

5. PUBLIC HEARING

6. ACTION AGENDA

7. ADJOURN

Any person who decides to appeal any decision made by the Board of Supervisors of any of the Special Districts of Highlands County, Florida, in a public hearing or quasi-judicial proceeding is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of Supervisors of the Special Districts in Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26, Florida Statutes should contact the Highland County Human Resources Department, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance of a public meeting to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov

Any invocation that may be offered before the official start of the meeting of the Board of Supervisors of the Special Districts of Highlands County shall be the voluntary offering of a private citizen. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Highlands County, nor is Highlands County allowed by law to endorse the religious beliefs or views of any speaker.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: February 4, 2025

PRESENTER: Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Request approval of the Agreement with Affordable Lawn and Tree Service of Highlands County, LLC, for the provision of tree trimming and tree removal services for the Placid Lakes Special Benefit District, Sun N Lakes of Lake Placid Recreation District, and Highlands Park Estates Special Benefit District.

STATEMENT OF ISSUE

On September 5, 2024, solicitation ITB 24-031, was issued for Placid Lakes Special Benefit District, Sun N Lakes of Lake Placid Recreation District, and Highlands Park Estates Special Benefit District. Two (2) submissions were received. The award to the lowest responsive and responsible bidder was made to Affordable Lawn and Tree Service of Highlands County, LLC.

RECOMMENDED ACTION

Move to Authorize the approval of the Agreement with Affordable Lawn and Tree Service of Highlands County, LLC, for the provision of tree trimming and tree removal services for the Placid Lakes Special Benefit District, Sun N Lakes of Lake Placid Recreation District, and Highlands Park Estates Special Benefit District and authorization for the Chairman/Vice-Chairman to execute the Agreement.

FISCAL IMPACT

The fiscal impact for FY24-25 is \$128,275 to Fund 107 (Placid Lakes SBD), \$5,000 Fund 128 (Sun N Lakes of Lake Placid SRD) and \$10,000 to Fund 148 (Highlands Park Estates SBD) which are properly budgeted in their respective cost centers.

Attachments: [ITB-24-031- SDQ Affordable Lawn Tree Agreement.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Affordable Lawn and Tree Service of Highlands County, LLC, 212 Crestmore Drive, Lake Placid, Florida 33852, hereinafter referred to as the "CONTRACTOR" (the "Parties", and each a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for tree trimming and maintenance services for Special Benefit Districts, pursuant to the COUNTY's Purchasing Policy and ITB-24-031-SDQ; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-24-031-SQD; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years from the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY and upon mutual agreement of the parties, for two (2) additional one (1) year terms.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully

complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- C. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in **Exhibit "A"**.
- E. The CONTRACTOR's workforce shall be neat and clean in appearance and shall wear a Vendor provided uniform shirt with the Vendor's name or logo permanently affixed to the shirt. Shoes shall be appropriate for proper safety of the task being performed. CONTRACTOR's workforce are required to provide proper identification when requested by properly identified COUNTY personnel. Any of CONTRACTOR's workforce that does not comply with this requirement will be required to leave the COUNTY property. To ensure only authorized CONTRACTOR's workforce are performing services on COUNTY property pursuant to this Agreement, there is no exception to this requirement.
- F. Employees or subcontractors of the CONTRACTOR shall not be assisted nor accompanied by any individual that is not an employee or subcontractor of the CONTRACTOR while performing duties related to this Agreement. This includes children and/or other relatives.
- G. The COUNTY requires the CONTRACTOR to remove all their personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of Highlands County.
- H. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. If, at any time during the contract term, the service performed, or work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.
- D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR. Without limiting any other rights to

which it may be entitled, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to correct any nonconforming workmanship.

- C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoicing shall be no more than once per month and must be submitted to the COUNTY within five (5) business days from monthly work completion. A proper invoice must include the following items:
- i. The CONTRACTOR's name as it appears in this Agreement
 - ii. The date of the invoice preparation
 - iii. An identifying number to facilitate identification of the invoice
 - iv. Itemized amounts
 - v. Total amount due
 - vi. The Purchase Order number
 - vii. A description and location of Work performed, including the date(s) of service
 - viii. All applicable charges and discounts
 - ix. The Exhibit "B" line item number for each item being invoiced
- D. Invoices shall not request or charge sales tax

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the

respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. COMMERICAL AUTOMOBILE LIABILITY (including owned, hired, and non-owned autos): One Million Dollars (\$1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.
 2. GENERAL LIABILITY (including bodily injury, broad form property damage, property damage resulting from explosion, collapse, or underground exposures, personal injury, and advertising injury): One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
 4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars (\$1,000,000.00);
 5. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00);
 6. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy must include Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000.00) each occurrence, \$1,000,000.00 each employee, and \$500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insured,
 4. Recognition of the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the

provisions or cancellation of the policy.

- C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. PUBLIC RECORDS.

- A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.
- B. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM**

- C. CONTRACTOR agrees to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 - 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable

- time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all liabilities, damages, losses, costs, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such liabilities, claims, suits, judgments or damages, losses, costs, and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870
ATTN: Laurie Hurner, County Administrator

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Affordable Lawn and Tree Service of Highlands County,
LLC
Attn: Octavis Black
253 Cumquat Road NW
Lake Placid, Florida 33852
Octavis6797@gmail.com

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, Work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 30. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. **SOVEREIGN IMMUNITY.**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing Work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 34. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 35. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to

receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 36. **USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.**

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 37. **ELECTRONIC SIGNATURE.**

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. **ATTACHMENTS.**

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the Contractor's response to the COUNTY's solicitation ITB 24-031-SQD. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitted such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2024.

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Octavis Black

Title: Authorized Member, Affordable Lawn and Tree Service of Highlands County, LLC

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Octavis Black, as Authorized Member of Affordable Lawn and Tree Service of Highlands County, LLC, who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind Affordable Lawn and Tree Service of Highlands County, LLC, and who is personally known to me or who produced Driver License as identification, and who did/did not take an oath this 14 day of January, 2025.

(stamp)

NOTARY PUBLIC, State of Florida



JENNIFER RAMOS
Notary Public
State of Florida
Comm# HH416801
Expires 6/29/2027

EXHIBIT "A"
Scope of Services

1. SCOPE OF WORK AND SPECIFICATIONS

The scope of work ("Work") shall include tree trimming of crown elevation and under clearance trees throughout the COUNTY's Special Benefit Districts, in compliance with all applicable City, County and State Codes and regulations, as well as industry standards. The Special Benefit Districts has approximately 400+ trees requiring trimming annually, or as needed, which are mainly oaks, palms, pine, etc. The Work involves the lifting of tree limb for ground clearance and the removal of basal sprouts.

- 1.1 Only the trees that are specified by the County representative, at the time trimming is requested, are to be trimmed (maps and locations will be provided). Trees originating on private property and growing into the right-of-way are not to be trimmed, however, these trees' locations are to be noted and reported to the COUNTY.
- 1.2 Any and all basal sprouts shall be removed.
- 1.3 Any tree limb extending over the pedestrian use portion of the right-of-way (sidewalk) and coming within eight feet (8') of the grade shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the pedestrian use area of ten feet (10') from grade.
- 1.4 Any tree limb extending over the vehicle use portion of the right-of-way (pavement) and coming within ten feet (10') or lower to the street shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the street of fourteen feet (14') from grade.
- 1.5 CONTRACTOR shall notify the County of any Work site with pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the Work. Failure to do so shall obligate the CONTRACTOR to make repairs.
- 1.6 CONTRACTOR shall be responsible for securing all Work areas to meet all applicable safety standards.
- 1.7 CONTRACTOR shall be responsible for removing all cut limbs, chips and all other debris from all Work sites daily, leaving the general area in a clean and neat condition acceptable to the COUNTY.

2. MAINTENANCE OF TRAFFIC (if needed)

The Maintenance of Traffic (MOT) shall meet the requirements of the Florida Department of Transportation (FDOT). It shall be the duty of the CONTRACTOR to

ensure that the MOT meets the requirements of the FDOT Standard Index, 600 Series.

- 2.1 The CONTRACTOR is to implement the Traffic Control Plan specifically designed for each Work site requiring maintenance of traffic (or an approved alternate plan as described in the FDOT Standard specifications). The CONTRACTOR shall supply whatever MOT is necessary to provide protection to both the workers on the job site and the public utilizing the adjacent public facilities. When the CONTRACTOR is working adjacent to the travel lanes, the CONTRACTOR shall provide an adequate buffer zone between the workers and motor vehicles.
- 2.2 The CONTRACTOR shall furnish and set up all MOT equipment and devices. The CONTRACTOR shall also be responsible for the maintenance and daily inspection of the MOT.
- 2.3 No closures will be set up without approval from the COUNTY.

3. LOCATIONS

- 3.1 The locations for the Special Benefit Districts are:
 - A. Highlands Park Estates (see Attachment "A");
 - B. Sun N Lakes of Lake Placid (see Attachment "B");
 - C. Placid Lakes (see Attachment "C").
- 3.2 The COUNTY will provide the CONTRACTOR with a list of tree locations (including addresses and maps), for the trees that require trimming.
- 3.3 All Work is to be performed on the public right-of-way. No permission will be given to trespass on adjoining private property.

4. ADDITIONAL TREES MAY BE ADDED

Although an estimated number of trees to be serviced has been identified, it is hereby agreed and understood that additional tree trimmings may be added to this Agreement at the option of the COUNTY, at the awarded bid price.

5. PROPERTY CONDITIONS

If any property is damaged while the specified Work is being performed, or if any property is removed for the convenience of the Work, same shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the COUNTY. Such property shall include but not be limited to sidewalks, landscaping, vehicles, utilities, swales, plants, etc.

5.1 The CONTRACTOR shall notify the COUNTY of any Work site with pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the Work. Failure to do so shall obligate the CONTRACTOR to make repairs.

5.2 The CONTRACTOR shall be responsible for securing all Work areas to meet all applicable safety standards.

6. HOURS OF WORK

The CONTRACTOR will perform Work from Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays. No Work shall be done at all on Saturday or Sunday or any day between the hours of 5:00 p.m. through 8:00 a.m., unless permission is given, in writing, by the COUNTY. The CONTRACTOR shall notify the COUNTY one (1) day prior to any Work being performed, of the area scheduled to be trimmed so the progress of Work can be monitored.

7. EMPLOYEES

The CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the Work (all personnel shall be clean and appropriately dressed at all times). Personnel must be able to always supply proper identification.

7.1 All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the COUNTY. The CONTRACTOR shall supply competent and physically capable employees and the COUNTY may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on COUNTY property is not in the best interest of the COUNTY. The COUNTY shall not have any duty to implement or enforce such requirements.

7.2 The CONTRACTOR shall assign an "on duty" supervisor who speaks and reads English fluently.

8. REMOVAL AND DISPOSAL

The CONTRACTOR shall be responsible for removing all cut limbs and all other debris from all Work sites daily, leaving the general area in clean and neat condition acceptable to the COUNTY.

8.1 All limbs, leaves, chips, and other debris shall be removed daily and disposed of legally and not left for disposal by COUNTY or other forces. LEGAL DUMPING OF TREE DEBRIS SHALL BE VERIFIED BY THE CONTRACTOR VIA LEGAL DUMPING TICKETS.

8.2 The cost of dumping is included in the contracted pricing.

- 8.3 Multiple instances of trimming debris remaining on the ground after Work has been performed may constitute termination of the Agreement.

9. **PRUNING STANDARDS**

- 9.1 All tree Work shall be done in accordance with the ANSI Z133-2017, safety requirements and shall comply with ANSI 300 Standards for Tree Care Operators and the Highlands County Code of ordinances.
- 9.2 All Work that requires the use of public streets shall be done in accordance with Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), and in compliance with FDOT Temporary Traffic Control (Maintenance of Traffic) Regulations.
- 9.3 All pruning and pruning cuts shall be done in accordance with the A300 (Part 1) – 2017 Pruning standard and as summarized as follows:
- a. All branches or limbs should be cut flush with the supporting trunk or limb. This cut should not be made to create an unduly large open area but should be cut far enough away from the main branch to leave the branch collar intact. To avoid splitting back the branch and tearing the bark, three cuts should be made; An undercut is made approximately a foot away from the limb junction, the limb is "stub-cut", and the final cut is made at the crotch, leaving as small a wound as possible.
 - b. All branches shall be removed by the three cut methods to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.
 - c. All cuts shall be made as close as possible to the trunk or parent stem, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts should remain firmly attached.
 - d. When a branch is shortened to provide the required clearance, the remaining lateral should be large enough to assume the terminal role. The lateral should be at least 1/3 in diameter of the branch being removed.
 - e. Treatment of cuts and wounds with wound dressing or paints is not required.
 - f. Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live

trees. Sharp tools shall be used so that clean cuts will be made at all times.

- g. All cut limbs shall be removed from the crown upon completion of the pruning.
- h. To achieve bid objective for roadway and sidewalk clearances, large cuts or larger branch removal is preferable to multiple small cuts where possible.

10. TREE REMOVAL SERVICES

- 10.1 All trees requiring removal will be designated by the COUNTY on an as needed basis. All labor, supervision, equipment, materials, permits (if applicable) and supplies necessary for the execution of this Work must be provided for by the CONTRACTOR at no additional cost to the COUNTY.
- 10.2 Trees shall be measured at diameter breast height (DBH) at the tree height of 4.5 feet above grade. Measurement shall be per inch of diameter at DBH.
- 10.3 Tree removal services shall include tree dropping, stump grinding, and removal of any debris.
- 10.4 Tree removal shall include the removal of the stump. Stumps shall be ground immediately (same day) after tree is removed unless approved by the COUNTY. If stump(s) cannot be ground immediately, they shall be cut as close to ground level as possible and shall cause no safety hazard. Stumps that cannot be removed shall be treated to prevent further growth.

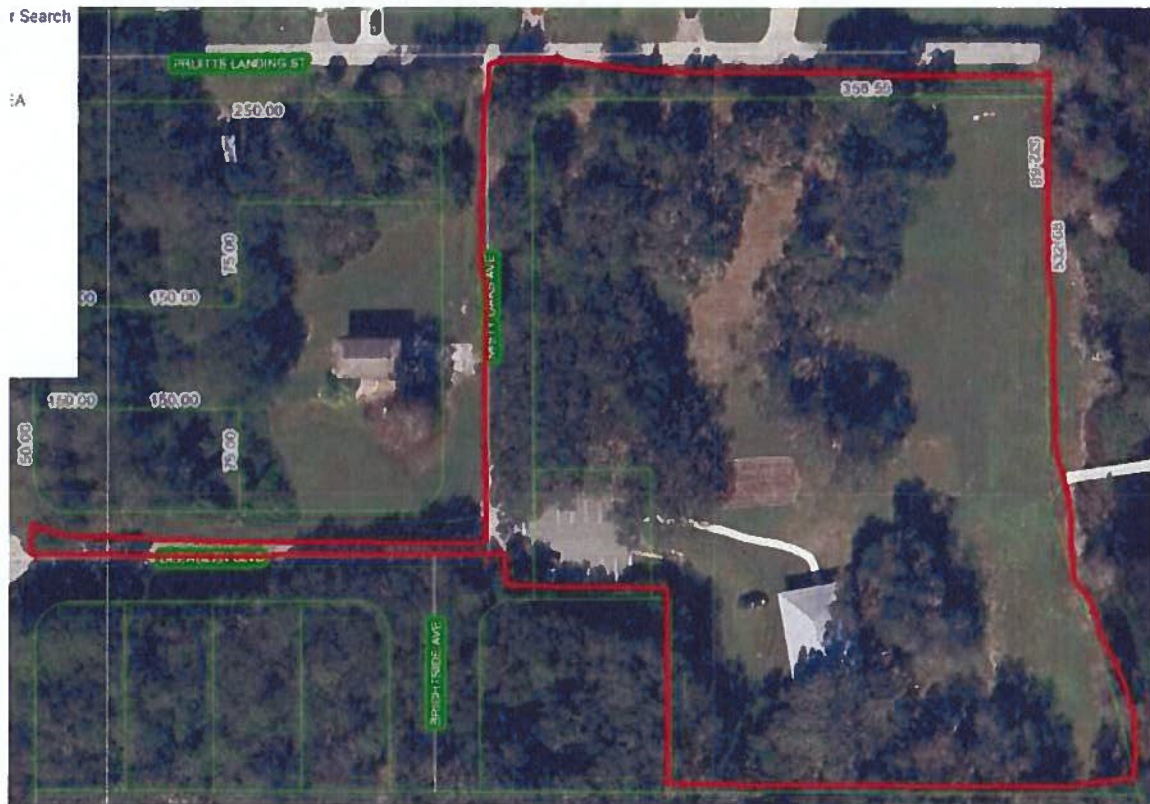
11. STUMP GRINDING

- 11.1 Stump grinding will be required when tree(s) are downed and have resulted in creating a public hazard. All labor, supervision, equipment, materials, permits (if applicable) and supplies necessary for the execution of this Work must be provided for by the CONTRACTOR at no additional cost to the COUNTY. All debris disposal must be provided by the CONTRACTOR at no additional cost to the COUNTY.
- 11.2 When removal of stump(s) is required, the CONTRACTOR shall contact all potentially affected utility entities for location of underground utilities.
- 11.3 CONTRACTOR shall grind stumps to a minimum of six (6) inches below existing grade and backfill the area with contiguous clean fill, unless otherwise approved by the COUNTY.

- 11.4 Tree stumps must be packed in cavity until level is even to soil. Excess wood chips must be removed from Work site.
- 11.5 No soil or grass mounds, humps, or depressions shall be left upon completion of stump removal.

ATTACHMENT "A"

Location: Highlands Park Estates – 16415 Deerglen Blvd., Lake Placid



ATTACHMENT "B"

Location: Sun N Lakes of Lake Placid – 440 S. Sun N Lakes Blvd., Lake Placid



ATTACHMENT "C"

Location: Placid Lakes – Placid Lakes Blvd., Catfish Creek, Washington Blvd., Concorde Parkway NW, etc.



EXHIBIT "B"
Pricing Schedule

BIDDER NAME: <u>Affordable Lawn and Tree Service of Highlands County</u>		
ITEM	DESCRIPTION OF ITEM	UNIT PRICE PER TREE
1	Oak Tree Trimming	\$375. ⁰⁰
2	Pine Tree Trimming	\$250. ⁰⁰
3	Palm Tree Trimming	\$75. ⁰⁰
4	Misc Hardwood Tree Trimming	\$200. ⁰⁰
5	Tree Removal - 4" to 12" (Diameter at breast height)	\$300. ⁰⁰
6	Tree Removal - 13" - 24" (Diameter at breast height)	\$475. ⁰⁰
7	Tree Removal - 25" - 36" (Diameter at breast height)	\$700. ⁰⁰
8	Tree Removal - 37" - 48" (Diameter at breast height)	\$1,200. ⁰⁰
9	Tree Removal - 49" or Greater (Diameter at breast height)	\$1,800. ⁰⁰
10	Stump Removal - 4" to 12" (Diameter)	\$75. ⁰⁰
11	Stump Removal - 13" - 24" (Diameter)	\$125. ⁰⁰
12	Stump Removal - 25" - 36" (Diameter)	\$225. ⁰⁰
13	Stump Removal - 37" - 48" (Diameter)	\$425. ⁰⁰
14	Stump Removal - 49" or Greater (Diameter)	\$600. ⁰⁰
15	Emergency & After Hour Callout, Tree Crew (3-man) including Equipment (Per Hour Charge)	
TOTAL BID AMOUNT (numeric)		\$143,275. ⁰⁰
TOTAL BID (Written in Words)		<u>one hundred forty-three thousand, two hundred seventy-five</u>
*If a mathematical error occurs the unit price shall prevail		

